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 EMMA WILLIAMS

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DMR

EMMA WILLIAMS,

Plaintiff,

vs.

FILLMORE CENTER ASSOCIATES, LP, A  
 CALIFORNIA LIMITED PARTNERSHIP,  
 AND LARAMAR APARTMENTS, A  
 DIVISION OF LARAMAR GROUP, LLC,  
 Defendants.

No. C 12 5285

COMPLAINT FOR INJUNCTIVE AND  
 DECLARATORY RELIEF, AND  
 DAMAGES (42 USC §§1982, 3604; Cal.  
 Govt. Code § 12927; Cal. Civ. Code § 51)

I. INTRODUCTION

1. Plaintiff Emma Williams is an 84 year old Black woman who was denied the right to rent an apartment at the Fillmore Center Apartments complex in San Francisco because of her race.

1 A former resident of the Fillmore Center who had moved to Marin County to live with her  
2 daughter, Plaintiff wanted to return to her home city to be closer to her family, friends, and her  
3 doctor.

4 2. Ms. Williams was denied an apartment on the pretext that she owed the Fillmore Center  
5 some \$4,000 from her previous tenancy. Yet Ms. Williams denies owing anything, and in  
6 response to her request for evidence of explaining how these charges occurred, the management  
7 of the complex was unable to produce any evidence whatsoever.

9 3. To probe the motives for the denial of housing, fair housing testers were sent to the  
10 Fillmore Center complex. The testing confirmed that Caucasian and Black applicants for  
11 housing were treated differently. For example, posing as an applicant for housing, the White  
12 tester was quoted a lower monthly rental payment than the Black tester, and received a follow-up  
13 e-mail from the complex management, unlike the Black tester. A second test conducted four  
14 months later confirmed that Black applicants were treated differently than White applicants.

16 4. Plaintiff accordingly seeks and injunctive, declaratory, and monetary relief against  
17 Defendants Fillmore Center Associates, LP and Laramar Apartments for discrimination on the  
18 basis of race or color in the ownership and operation of the Fillmore Center Apartments in  
19 violation of the federal Fair Housing Act and related state laws.

## 21 II. JURISDICTION AND VENUE

22 5. Jurisdiction is conferred on the Court by 28 U.S.C. Section 1331 in that the claims  
23 alleged herein arise under the laws of the United States. This Court has supplemental  
24 jurisdiction pursuant to 28 U.S.C. 1367 to hear and determine plaintiff's state law claims because  
25 those claims are related to plaintiff's federal law claims and arise out of a common nucleus of  
26  
27  
28

1 related facts. Plaintiff's state law claims are part of the same case or controversy under Article  
2 III of the United States Constitution.

3 6. Venue is proper pursuant to 28 U.S.C. § 1391(b) and Civil Local Rule 3-2(e) in that the  
4 events or omissions on which plaintiffs' federal law claim is based occurred in the City and  
5 County of San Francisco.  
6

#### 7 Intradistrict Assignment

8 7. The claims alleged herein arose in the County of San Francisco. This action is properly  
9 assigned to either the Oakland or San Francisco Division of the United States District Court for  
10 the Northern District of California pursuant to Civil Local Rule 3-2(d).  
11

### 12 III. PARTIES

13 8. Plaintiff Emma Williams is a senior citizen and a low-income Black resident of Marin  
14 City, California. She is a citizen of the United States. Ms. Williams was a prospective tenant of  
15 the Fillmore Center and was injured by the defendants' discriminatory housing practices.  
16

17 9. Defendant Fillmore Center Associates, LP ("Fillmore Center"), a California limited  
18 partnership, owns an apartment complex which is known as the Fillmore Center located in San  
19 Francisco, California.

20 10. Defendant Laramar Apartments is the management company for the defendant Fillmore  
21 Center, and is a division of the Laramar Group, LLC, a Delaware corporation headquartered in  
22 Chicago, Illinois.  
23

### 24 IV. STATEMENT OF FACTS

#### 25 A. EMMA WILLIAMS

26 12. On or about September 27, 2011, Plaintiff and her granddaughter were looking to move  
27 into an apartment in the vicinity of the Western Addition Fillmore neighborhood of San  
28

1 Francisco, California. Ms. Williams had lived at the Fillmore Center previously and appreciated  
2 its proximity to shopping, her doctors and her granddaughter's school.

3 13. Plaintiff also knew that Fillmore Center had below market rents and would agree to  
4 accept a Section 8 Housing Choice Voucher rental subsidy, for which Ms. Williams qualified  
5 because of her limited income. This subsidy would be paid to Ms. Williams' landlord on her  
6 behalf. She made an appointment to be shown apartments on September 27, 2012 and was told  
7 to bring a money order for a credit check in the amount of \$40.00 made payable to Fillmore  
8 Center.  
9

10 14. The Plaintiff was shown several units by the leasing consultant for Laramar Apartments,  
11 Dustin Slough, as well as an apartment at 1755 O'Farrell Street, #611 in the Fillmore Center  
12 Complex. Plaintiff informed defendant Laramar Apartments that she wanted to rent that unit on  
13 O'Farrell Street.  
14

15 15. Defendant Laramar informed Plaintiff that she could rent the O'Farrell Street apartment  
16 and told Plaintiff she could pay a security deposit to secure the apartment.  
17

18 16. On or about October 22, 2010 Plaintiff gave Defendant Laramar Apartments a security  
19 deposit to rent the unit in the amount of \$2,000.00 as well as the money order of \$40.00 for the  
20 credit check.

21 17. Yet after her deposit was accepted, on October 30, 2012, Ms. Williams was told by  
22 Dustin Slough of Laramar Apartments that she could not rent the apartment because she owed  
23 \$4,000 for some unspecified reason from a previous tenancy.  
24

25 18. However, Plaintiff owed no such debt and in response to Ms. Williams' request therefore,  
26 Defendants produced no evidence of the alleged debt other than a credit report which simply  
27  
28

1 stated the bald amount supposedly due. The Fillmore Center has admitted that it has no  
2 documents which show that Plaintiff owed the Fillmore Center any amount.

3 19. Plaintiff believes that this was a pretext and that Defendants wrongly refused to rent to  
4 her based on her race.

5  
6 B. FAIR HOUSING TESTERS INVESTIGATION

7 20. Plaintiff's allegations were investigated, in part, through the use of fair housing testers.  
8 That testing showed the defendants, acting through their agents, treated white applicants for  
9 housing less favorable than black applicants.

10 21. On or about November 19, 2011, a Caucasian tester and a Black tester went to the  
11 Fillmore Center and separately expressed an interest in renting a two bedroom apartment. Both  
12 testers met with employees of Defendant Laramar Apartments.

13  
14 21. The Black tester had an appointment but was kept waiting. He was shown the one  
15 apartment available and was told the rent was \$3,195 per month. Afterwards, there was no  
16 follow-up on the tour.

17  
18 22. In contrast, the White tester was not kept waiting and was seen right away. He was shown  
19 two apartments, told that there were more than three apartments available and that the monthly  
20 rent would be approximately \$3,000. Afterward, he received a follow-up email from Defendant  
21 Laramar Apartments to inquire how his apartment search was going.

22  
23 23. On or about March 22, 2012, a second group of testers went to the Fillmore Center and  
24 expressed an interest in renting a one bedroom apartment. The White tester was told that the  
25 deposit for a one bedroom unit was \$1000.

26 24. In contrast, the Black tester was told that the deposit would be \$1,500.  
27  
28

1 25. Moreover, while the White tester was told that the rents for a 5<sup>th</sup> floor apartment ranged  
2 from \$2,035 to \$2,099 per month, the Black tester was told that rent ranged from \$2,195 to  
3 \$2,295.

4 C. PLAINTIFF'S INJURIES

5 26. Defendants knew and should have known that Black people were systematically denied  
6 housing or treated differently because of their race or color.  
7

8 27. Acting individually or in concert, Defendants committed the following discriminatory  
9 housing practices:

- 10 a. Refusing to rent a dwelling or refusing to negotiate with a person who has made a  
11 bona fide offer to rent because of race or color.  
12  
13 b. Failing to accept a bona fide offer to rent because of race or color.  
14  
15 c. Using different criteria, or rental standards or other requirements with respect to the  
16 rental of a dwelling, because of race or color.  
17  
18 d. Failing to process an offer for the sale or rental of a dwelling because of race or  
19 color.  
20  
21 e. Restricting or attempting to restrict the choices of a person by word or conduct in  
22 connection with seeking, negotiating for, or renting a dwelling so as to discourage or  
23 obstruct choices in a community, neighborhood or development.  
24  
25 f. Denying or delaying the processing of an application made by a renter or refusing to  
26 approve such a person for occupancy in a dwelling because of race or color.  
27  
28 g. Limiting information, by word or conduct, regarding suitably priced dwellings  
available for inspection, sale or rental, because of race or color.

- 1 h. Providing false or inaccurate information regarding the availability of a dwelling for
- 2 rental to any person, including testers, regardless of whether such person is actually
- 3 seeking housing, because of race or color.
- 4 i. Interfering with persons in the exercise or enjoyment of rights granted or protected
- 5 by the fair housing laws.
- 6

7 29. Based on information and belief, plaintiff alleges that each defendant, Fillmore Center  
8 and Laramar Apartments was the agent of each other defendant, acting in the course and scope of  
9 that agency, when each of the discriminatory housing practices alleged herein was committed  
10 any one defendant.

11 30. As a proximate result of the aforesaid racial discrimination against Ms. Williams, she has  
12 suffered deprivation of her civil rights, humiliation, emotional distress, and has to continue to  
13 rent an apartment in an area which is not close to shopping, transportation and a great distance  
14 from plaintiff's doctors and her granddaughter's school. As a result, Ms. Williams is entitled to  
15 compensatory damages.  
16

17 31. In performing the acts in this complaint, defendants acted with reckless disregard of the  
18 rights of plaintiff. Accordingly the plaintiff is entitled to punitive damages.  
19

20 32. There now exists an actual controversy between the parties regarding defendants' duties  
21 under federal, state and municipal laws. Accordingly, the plaintiff is entitled to declaratory  
22 relief.  
23

24 33. Unless enjoined, defendants will continue to engage in unlawful acts and the pattern or  
25 practice of harassment, discrimination, and unlawful conduct described in this complaint.  
26 Plaintiff has no adequate remedy at law. Plaintiff is now suffering and will continue to suffer  
27  
28

1 irreparable injury from defendants' acts and their patter or practice of discrimination on the basis  
2 of race or color unless relief is provided by this Court.

3 V. CLAIMS

4 A. FIRST CLAIM.

5 [Fair Housing Act]

6  
7  
8  
9 34. Plaintiff realleges and incorporates by reference each paragraph previously alleged in  
10 this complaint.

11 35. Defendants injured plaintiff by committing discriminatory housing practices in  
12 violation of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*

13  
14 B. SECOND CLAIM

15 [Civil Rights Act]

16 36. Plaintiff realleges and incorporates by reference each paragraph previously alleged in  
17 this complaint.

18  
19 37. Defendants injured plaintiff in violation of the Civil Rights Act of 1866, 42 U.S.C. §  
20 1982.

21  
22 C. THIRD CLAIM

23 [California Fair Employment and Housing Act]

24 38. Plaintiff realleges and incorporates by reference each paragraph previously alleged in  
25 this complaint.



39. Defendants injured the Plaintiff s by committing unlawful housing practices in violation of the California Fair Employment and Housing Act, California Government Code §§12927 and 12955, et seq.

#### D. FOURTH CLAIM

[California Unruh Civil Rights Act]

40. Plaintiff re-alleges and incorporates by reference each paragraph previously alleged in this complaint.

41. Defendants injured Plaintiff Emma Williams by discriminating against her because of race or color in the ownership or operation of Fillmore Center Apartments, a business establishment, in violation of the Unruh Civil Rights Act, California Civil Code §§51 and 51.9. In addition to other remedies, Plaintiff is entitled to statutory damages of at least \$4,000 for each violation proved.

#### E. FIFTH CLAIM

[Negligence]

42. Plaintiff realleges and incorporates by reference each paragraph previously alleged in this complaint.

43. Defendants injured Plaintiff by want of ordinary care or skill in the ownership or management of their property, person, or agents, or in failing to train and supervise their agents to comply with the applicable fair housing laws, in violation of California Civil Code § 1714.

#### VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for entry of a judgment against the defendants, and each of them, that:

1. Awards compensatory and punitive damages according to proof.
2. Awards compensatory damages against each defendant pursuant to the Unruh Civil Rights Act;
3. Declares that defendants have violated the provisions of the applicable federal and state fair housing laws;
4. Enjoins all unlawful practices complained of herein and imposes affirmative injunctive relief requiring defendants, their partners, agents, employees, assignees, and all persons acting in concert or participating with them, to take affirmative action to provide equal opportunities to persons regardless of their race or color;
5. Awards costs of this action, including reasonable attorneys' fees; and
6. Awards such other and further relief as the Court Deems just.

Dated: October 12, 2012

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By: Robert M. Moya  
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